



## AGENDA REPORT

**Meeting Date:** December 18, 2007

**Item No:** F-15

**To:** Honorable Mayor & City Council

**From:** Vincent P. Bertoni, AICP, Director of Community Development  
Rita Naziri, Senior Planner

**Subject:** AMENDMENT NO. 3 TO THE AGREEMENT WITH THE CITY OF BEVERLY HILLS AND RBF CONSULTING FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR 231-265 NORTH BEVERLY DRIVE

**Attachments:** Agreement

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### **RECOMMENDATION**

Staff recommends the City Council adopt the resolution approving Amendment No.3 to the agreement between the City and RBF Consulting for the preparation of the Environmental Impact Report (EIR) for Beverly Wilshire Project (William Morris Project) at 231-265 N. Beverly Drive.

### **INTRODUCTION**

The City Council is requested to approve an amendment to the agreement with RBF Consulting for the preparation of the EIR for a development project located at 231-265 N. Beverly Drive. The amendment would allow the consultant to recover costs for work beyond the scope of the current agreement, done in good faith to respond to numerous issues raised during the public hearing process. It is also requested an authorization for issuance of purchase order totaling \$683,332.90. The costs of the contract would be funded by the applicant.

### **DISCUSSION**

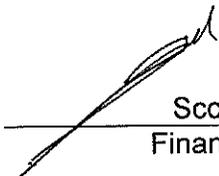
RBF Consulting submitted an amendment for items not accounted for in their original agreement with the City for the preparation of an EIR for the William

Morris Project at 231-265 N. Beverly Drive. The proposed amendment is to modify the scope of work and schedule of payments as outlined in the agreement to include additional work to prepare and complete responses to comments and preparation of visual simulations studies not included in the original scope of work. Because additional work was prescribed to complete the EIR with respect to response to comments document since July 2006 to the present, the modified scope of work and payment schedule are presented for the City Council approval. The fee associated with the additional scope is \$100,784.90.

The original scope of work for the Environmental Impact Report (EIR) is at \$460,773. The agreement also included an additional \$50,000.00 contingency to cover potential, unanticipated changes in scope. As amended (Amendment 1, and 2 respectively), the RBF Consulting is currently contracted for \$582,548.00. The associated fee for the additional work as noted in the RBF Consulting memo dated October 30, 2007, would be \$100,784.90. The total compensation paid by City to RBF Consulting will be \$683,332.90.

**FISCAL IMPACT**

The contractual costs of preparing the EIR are to be borne by the applicant. City resources expended on the EIR include reviewing the work of the consultant and administering the terms of the contract. This is partially offset by the 15% contract administration fee paid by the applicant. For the modified scope, the applicant will pay \$15,117.00.

  
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Scott G. Miller  
Finance Approval

Vincent P. Bertoni, AICP  
Approved By 

AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN THE  
CITY OF BEVERLY HILLS AND RBF CONSULTING FOR  
THE PREPARATION OF AN ENVIRONMENTAL IMPACT  
REPORT FOR 231-265 NORTH BEVERLY DRIVE

This Amendment No. 3 is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and RBF Consulting (hereinafter called the "CONSULTANT") dated August 1, 2006 and identified as Contract No. 279-06, as amended by Amendment No. 1 dated April 10, 2007 and identified as Contract No. 116-07 and Amendment No. 2 dated May 29, 2007 and identified as Contract No. 172-07 ("Agreement") for the preparation of an environmental impact report for 231-265 North Beverly Drive.

RECITALS

A. CITY entered into an Agreement for the preparation of an environmental impact report for 231 North Beverly Drive on August 1, 2006.

B. CITY amended said Agreement to modify the schedule of payment outlined in the Agreement on April 10, 2007 and May 29, 2007.

C. CITY desires to further amend the Agreement to modify the scope of work and schedule of payment outlined in the Agreement to include work on traffic, response to comments, and aesthetics not included in the original scope of work.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. Section 8 of the Agreement entitled "Compensation" shall be amended as follows:

"8. COMPENSATION.

(a) City shall pay Consultant an amount not to exceed Six Hundred Thirty-Six Thousand Nine Hundred Forty-Seven Dollars and Ninety Cents (\$636,947.90) for the satisfactory performance of services based on the fee set forth in Exhibit A. Payment shall be made as specified in Section 9 of this Agreement.

(b) City shall pay Consultant for attendance at additional hearings, meetings, and presentations as described in Section 7 of this Agreement, and for additional services described in Section 10 of this Agreement, an amount not to exceed Forty-Six Thousand Three Hundred Eighty-Five Dollars (\$46,385) based on the hourly rates set forth in Exhibit A-1, attached hereto and incorporated herein, and for actual expenses reasonably incurred in the performance of this Agreement and approved by City.

(c) The total compensation paid by City to Consultant shall not exceed Six Hundred Eighty-Three Thousand Three Hundred Thirty-Two Dollars and Ninety Cents (\$683,332.90)."

Section 2. Section 9 of the Agreement entitled "Method of Payment" shall be amended as follows:

"9. METHOD OF PAYMENT.

Payment shall be made as specified in this Section for satisfactory completion of the following phases. Such payment shall be made within thirty (30) days after receipt of invoices detailing the services performed in a form approved by CITY.

(a) Twenty-Three Thousand Six Hundred Dollars (\$23,600) upon satisfactory completion of Task 1.0, Peer Review of Technical Studies, which includes Task 1.1, Water Quality and Drainage Analyses; Task 1.2, Geotechnical Study; and 1.3, Visual Simulations and Shade/Shadow Analyses.

(b) Twenty-Two Thousand Thirty-Nine Dollars (\$22,039) upon satisfactory completion of Task 2.0, Initial Project Scoping, which includes Task 2.1, Research and Investigation; Task 2.2, Field Reconnaissance; Task 2.3, Agency Consultation; Task 2.4, Initial Study; Task 2.5, Scoping Meeting, and Task 2.0 Deliverables.

(c) Thirty-Seven Thousand Three Hundred Twenty-Eight Dollars (\$37,328) upon submittal of first section drafts to CITY associated with portions of Task 3.0, Preparation of Administrative Draft EIR. Tasks to be billed under this phase include Task 3.2, Introduction and Purpose; Task 3.3, Project Description; Task 3.4, Cumulative Projects to be Considered; Task 3.5a, Land Use; Task 3.5b, Population, Employment, and Housing; Task 3.5c, Aesthetics, Light, and Glare; Task 3.5g, Geology; Task 3.5h, Hydrology, Drainage, and Water Quality; Task 3.5i, Hazards; and Task 3.5j, Public Services and Utilities.

(d) Nine Thousand Three Hundred Thirty-Two Dollars (\$9,332) upon submittal of second section drafts to CITY associated with portions of Task 3.0, Preparation of Administrative Draft EIR. Tasks to be billed under this phase include Task 3.2, Introduction and Purpose; Task 3.3, Project Description; Task 3.4, Cumulative Projects to be Considered; Task 3.5a, Land Use; Task 3.5b, Population, Employment, and Housing; Task 3.5c, Aesthetics, Light, and Glare; Task 3.5g, Geology; Task 3.5h, Hydrology, Drainage, and Water Quality; Task 3.5i, Hazards; and Task 3.5j, Public Services and Utilities.

(e) Two Hundred Seventeen Thousand Seven Hundred Sixty-Seven Dollars (\$217,767) upon submittal of first section drafts to CITY associated with portions of Task 3.0, Preparation of Administrative Draft EIR. Tasks to be billed under this phase include Task 3.5d, Traffic and Parking (EIR Section); Task 3.5d1, Traffic Analysis; Task 3.5d2, Parking Analysis; Task 3.5e, Air Quality; and Task 3.5f, Noise.

(f) Twenty-Four Thousand Nine Hundred Two Dollars (\$24,902) upon submittal of second section drafts to CITY associated with portions of Task 3.0, Preparation of Administrative Draft EIR. Tasks to be billed under this phase include Task 3.5d, Traffic and Parking (EIR Section); Task 3.5d1, Traffic Analysis; Task 3.5d2, Parking Analysis; Task 3.5e, Air Quality; and Task 3.5f, Noise.

(g) Thirty-Seven Thousand Four Hundred Ninety-Eight Dollars (\$37,498) upon submittal of first section drafts to CITY associated with portions of Task 3.0, Preparation of Administrative Draft EIR. Tasks to be billed under this phase include Task 3.6, Growth Inducement; Task 3.7, Cumulative Impacts; Task 3.8, Alternatives to the Proposed Action; Task 3.9, Additional CEQA Sections; Task 3.10, Graphic Exhibits, and Task 3.0 Deliverables.

(h) Nine Thousand Three Hundred Seventy-Four Dollars (\$9,374) upon submittal of second section drafts to CITY associated with portions of Task 3.0, Preparation of Administrative Draft EIR. Tasks to be billed under this phase include Task 3.6, Growth Inducement; Task 3.7, Cumulative Impacts; Task 3.8, Alternatives to the Proposed Action; Task 3.9, Additional CEQA Sections; Task 3.10, Graphic Exhibits, and Task 3.0 Deliverables.

(i) Two Thousand Six Hundred Eighteen Dollars (\$2,618) upon submittal of the first section draft to CITY associated with a portion of Task 3.0, Preparation of Administrative Draft EIR. The task to be billed under this phase is Task 3.1, Executive Summary.

(j) Six Hundred Fifty-Four Dollars (\$654) upon submittal of the second section draft to CITY associated with a portion of Task 3.0, Preparation of Administrative Draft EIR. The task to be billed under this phase is Task 3.1, Executive Summary.

(k) Sixty-One Thousand One Hundred Forty-Four Dollars (\$61,144) upon submittal of the draft to CITY associated with Task 4.0, Preparation of the Draft EIR. Tasks to be billed under this phase include Task 4.1, Second Administrative Draft EIR; Task 4.2, Completion of Draft EIR, and Task 4.0 Deliverables.

(l) Thirty Thousand Two Hundred Twenty Dollars (\$30,220) upon submittal of the draft to CITY associated with Task 5.0, Preparation of the Draft EIR. Tasks to be billed under this phase include Task 5.1, Response to Comments, Task 5.2, Final EIR, and Task 5.0 Deliverables.

(m) Fifty-Six Thousand One Hundred Sixty Dollars (\$56,160) completion of Task 6.3, Public Hearings.

(n) Forty-Nine Thousand Nine Hundred Twelve Dollars (\$49,912) is budgeted for Task 6.1, Project Coordination; Task 6.2, Project Meetings; and Task 7.0, Reimbursable including mileage, miscellaneous reproduction, postage, and other miscellaneous expenses. These costs are not specifically assigned any of the aforementioned tasks as described in Paragraphs 9(a) through 9(m) and may be billed together with the aforementioned tasks on a time and materials basis. CONSULTANT is entitled to all unreleased funds specified in this Paragraph 9(n) upon completion of tasks under Paragraph 9(m).

(o) One Hundred Thousand Seven Hundred Eighty-Four Dollars and Ninety Cents (100,784.90) for conducting additional work items pertaining to response to comments, additional visual simulation studies, additional traffic studies including synchro-simulations, traffic counts, access analysis, no project alternative analysis, pedestrian and vehicular circulation analysis, and additional deliverables.

(p) Invoices shall not exceed the amounts specified under paragraphs 9(a) through 9(m) except for costs billed pursuant to Paragraph 9(n) and/or either of the following conditions:

(i) Such invoice reflects work authorized by CITY pursuant to Section 10 of this Agreement, or

(ii) The Project Manager declares in writing that all work required under this agreement can and will be completed within the fee specified in Section 8(a), together with any and all costs previously authorized under Section 10 of this Agreement."

Section 3. The Scope of Work shall be amended to include Attachments 1, 2, and 3 of Exhibit A, attached hereto and incorporated herein.

Section 4. Except as expressly modified by this Amendment No. 3, all of the provisions of the Agreement between the City of Beverly Hills and CONSULTANT shall remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007, at Beverly Hills,

California.

CITY OF BEVERLY HILLS,  
A municipal corporation

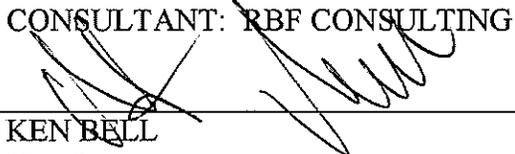
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JIMMY DELSHAD  
Mayor of the City of  
Beverly Hills, California

ATTEST:

(SEAL)

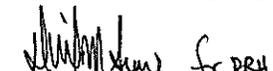
\_\_\_\_\_  
BYRON POPE  
City Clerk

CONSULTANT: RBF CONSULTING

  
\_\_\_\_\_  
KEN BELL  
Vice President

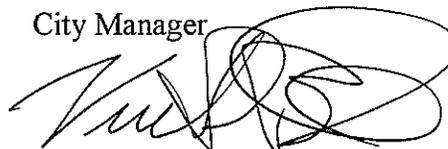
  
\_\_\_\_\_  
DOUGLAS FROST  
Chief Financial Officer

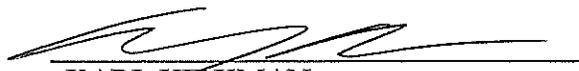
APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

  
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VINCENT P. BERTONI, AICP  
Director of Community Development

  
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KARL KIRKMAN  
Risk Manager